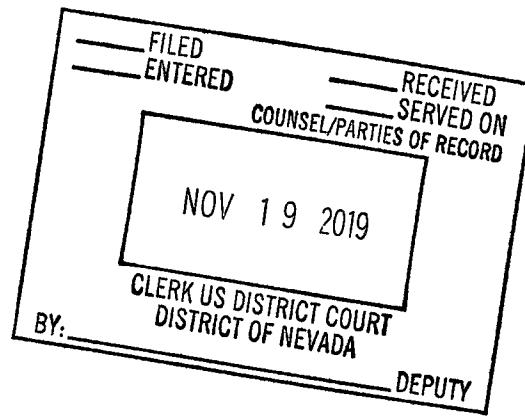


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 8



9  
**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF NEVADA**

10 UNITED STATES OF AMERICA,  
 11 Plaintiff,  
 12 v.  
 13 DOUGLAS HAIG,  
 14 Defendant.

Case No. 2:18-cr-256-JCM-VCF

**Plea Agreement for Defendant**  
**Douglas Haig Pursuant to**  
**Fed. R. Crim. P. 11(c)(1)(A) and (B)**

16 This plea agreement between Douglas Haig (“defendant”) and the United States  
 17 Attorney’s Office for the District of Nevada (the “USAO”) sets forth the parties’ agreement  
 18 regarding the criminal charge referenced herein and the applicable sentence and forfeiture in  
 19 the above-captioned case. This agreement binds only defendant and the USAO and does not  
 20 bind the district court, the U.S. Probation Office, or any other federal, state, local, or foreign  
 21 prosecuting, enforcement, administrative, or regulatory authorities. This agreement does not  
 22 prohibit the USAO or any agency or third party from seeking any other civil or

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1 administrative remedies, including civil forfeiture *in rem*, directly or indirectly against  
2 defendant or defendant's property.

3 This agreement becomes effective upon signature by defendant, defendant's counsel,  
4 and an Assistant United States Attorney.

## 5 I. DEFENDANT'S OBLIGATIONS

6 1. Defendant agrees to:

7 a. At the earliest opportunity requested by the USAO and provided by  
8 the district court, appear and plead guilty to the single-count indictment in this case, which  
9 charges defendant with Engaging in the Business of Manufacturing Ammunition Without a  
10 License in violation of 18 U.S.C. §§ 922(a)(1)(B) and 924 (a)(1)(D);

11 b. Stipulate to the facts agreed to in this agreement;

12 c. Abide by all agreements regarding sentencing contained in this  
13 agreement;

14 d. Not seek to withdraw defendant's guilty plea once it is entered;

15 e. Appear for all court appearances, surrender as ordered for service of  
16 sentence, obey all conditions of any bond, and obey any other ongoing court order in this  
17 matter;

18 f. Not commit any federal, state, or local crime;

19 g. Be truthful at all times with the U.S. Probation and Pretrial Services  
20 Offices and the Court;

21 h. The forfeiture of the property and the imposition of the forfeiture of  
22 the property as set forth in this Plea Agreement and the Forfeiture Allegation of the  
23 Criminal Indictment.

## II. THE USAO'S OBLIGATIONS

**2. The USAO agrees to:**

- a. Stipulate to facts agreed to in this agreement;
  - b. Abide by all agreements regarding sentencing contained in this
  - c. At sentencing, provided that defendant demonstrates an acceptance of for the offense up to and including the time of sentencing, recommend a two-  
n in the applicable sentencing guidelines offense level, pursuant to USSG move for an additional one-level reduction if available under that section; and
  - d. Not bring any additional charges against defendant arising out of the  
in the District of Nevada which culminated in this agreement and based on  
vn to the USAO. However, the USAO reserves the right to prosecute  
  
(a) any crime of violence as defined by 18 U.S.C. § 16; and (b) any criminal  
(including conspiracy to commit such violations chargeable under 18 U.S.C.  
dant agrees that the district court at sentencing may consider any uncharged  
termining the applicable sentencing guidelines range, the propriety and extent  
ure from that range, and the sentence to be imposed after consideration of the  
idelines and all other relevant factors under 18 U.S.C. § 3553(a).

### **III. ELEMENTS OF THE OFFENSE**

3. Count One: The elements of Engaging in the Business of Manufacturing Ammunition Without a License in violation of 18 U.S.C. §§ 922(a)(1)(B) and 924 (a)(1)(D) are as follows:

First: The defendant was not a federally licensed manufacturer of ammunition; and

Second: The defendant willfully engaged in the business of manufacturing ammunition.

*See Ninth Circuit Model Criminal Jury Instruction 8.53 (revised Feb. 2014).*

#### **IV. CONSEQUENCES OF CONVICTION**

7       4. Maximum and Mandatory Statutory Penalties: Defendant understands that  
8 the statutory maximum sentence the district court can impose for a violation of 18 U.S.C.  
9 §§ 922(a)(1)(B) and 924 (a)(1)(D) (Engaging in the Business of Manufacturing Ammunition  
10 Without a License), as charged in the single-count indictment, is: 5 years of imprisonment; a  
11 three-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross  
12 loss resulting from the offense, whichever is greatest; and a mandatory special assessment of  
13 \$100.

14       5.     Criminal Forfeiture: Defendant understands that the district court will impose  
15 forfeiture of the property described in Paragraph 26 below.

16       6.     Parole Abolished: Defendant acknowledges that defendant's prison sentence  
17 cannot be shortened by early release on parole because parole has been abolished.

18       7.     Supervised Release: Defendant understands that supervised release is a period  
19 of time following imprisonment during which defendant will be subject to various  
20 restrictions and requirements. Defendant understands that if defendant violates one or more  
21 of the conditions of any supervised release imposed, defendant may be returned to prison for  
22 all or part of the term of supervised release authorized by statute for the offense that resulted

1 in the term of supervised release, which could result in defendant serving a total term of  
2 imprisonment greater than the statutory maximum stated above.

3       8.     Factors under 18 U.S.C. § 3553: Defendant understands that the district court  
4 must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's  
5 sentence. However, the statutory maximum sentence and any statutory mandatory sentence  
6 limit the district court's discretion in determining defendant's sentence.

7       9.     Potential Collateral Consequences of Conviction: Defendant understands  
8 that, by pleading guilty, defendant may be giving up valuable government benefits and  
9 valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold  
10 office, and the right to serve on a jury. Defendant understands that once the district court  
11 accepts defendant's guilty plea, it will be a federal felony for defendant to possess a firearm  
12 or ammunition. Defendant understands that the conviction in this case may also subject  
13 defendant to various other collateral consequences, including but not limited to revocation  
14 of probation, parole, or supervised release in another case and suspension or revocation of a  
15 professional license. Defendant understands that unanticipated collateral consequences will  
16 not serve as grounds to withdraw defendant's guilty plea.

17       10.    Potential Removal / Deportation Consequences of Conviction: Defendant  
18 understands that, if defendant is not a United States citizen, the felony conviction in this  
19 case may subject defendant to removal, also known as deportation, which may, under some  
20 circumstances, be mandatory; denial of citizenship; and denial of admission to the United  
21 States in the future. The district court cannot, and defendant's attorney also may not be able  
22 to, advise defendant fully regarding the immigration consequences of the felony conviction

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1 in this case. Defendant understands that unexpected immigration consequences will not  
2 serve as grounds to withdraw defendant's guilty plea.

## **V. FACTUAL BASIS**

4        11. Defendant admits that defendant is, in fact, guilty of the offense to which  
5 defendant is agreeing to plead guilty. Defendant acknowledges that if defendant elected to  
6 go to trial instead of pleading guilty, the USAO could prove defendant's guilt beyond a  
7 reasonable doubt and establish its right to forfeit the specified property by preponderance of  
8 the evidence. Defendant further acknowledges that defendant's admissions and declarations  
9 of fact set forth below satisfy every element of the charged offense. Defendant waives any  
10 potential future claim that the facts defendant admitted below are insufficient to satisfy the  
11 elements of the charged offense. Defendant admits and declares under penalty of perjury  
12 that the facts set forth below are true and correct:

13           a.       From at least in or about July 2016, through on or about October 19, 2017, in  
14           the District of Nevada and elsewhere, Defendant Douglas Haig operated an ammunition  
15           business known as Specialized Military Ammunition (SMA). Defendant operated the  
16           business out of a workshop facility located at his residence in Arizona. He also maintained a  
17           website ([www.smammo.com](http://www.smammo.com)) that advertised ammunition that defendant had manufactured  
18           and provided information enabling customers to contact defendant and make purchases of  
19           ammunition.

20 b. Defendant used SMA to promote and sell at gunshows and over the internet  
21 ammunition that he manufactured. Defendant carried on this ammunition manufacturing  
22 business for purposes of livelihood and profit.

1 c. Defendant traveled to at least one gunshow in the District of Nevada where  
2 he sold ammunition that he manufactured in Arizona. Defendant on multiple occasions  
3 also shipped ammunition that he manufactured in Arizona to customers in the District of  
4 Nevada.

5 d. Defendant knew that federal firearms law required a license to engage in the  
6 ammunition manufacturing business that he was conducting. Despite this knowledge,  
7 defendant knowingly and willfully engaged in the business without first obtaining a federal  
8 firearms license permitting his activity.

## **VI. SENTENCING FACTORS**

12. **Discretionary Nature of Sentencing Guidelines:** Defendant understands that in determining defendant's sentence, the district court is required to calculate the applicable sentencing guidelines range and to consider that range, possible departures under the sentencing guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the sentencing guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated sentencing guidelines range, and that after considering the sentencing guidelines and the other § 3553(a) factors, the district court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory sentence and up to the maximum set by statute for the crimes of conviction.

13. Offense Level Calculations: The parties jointly agree and stipulate that, in calculating defendant's advisory guidelines sentencing range, the district court should use the following base offense level; acknowledge that these stipulations do not bind the district court; and agree that they will not seek to apply or advocate for the use of any other base

1 offense level or any other specific offense characteristics, enhancements, or reductions in  
2 calculating the advisory guidelines range except as expressly noted in the following  
3 paragraphs:

4 Base Offense Level [USSG § 2K2.1(a)(7)]:

12

5 Defendant and the USAO reserve the right to argue only whether the following  
6 specific offense characteristics, adjustments, and departures under the sentencing guidelines  
7 are appropriate: (a) a two-level upward departure under USSG § 2K2.1 application note 11  
8 based on the quantity of armor piercing ammunition involved in the offense; and (b) a  
9 two-level enhancement under USSG § 3C1.1 for Obstruction of Justice.

10 14. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the  
11 USAO will recommend that defendant receive a two-level downward adjustment for  
12 acceptance of responsibility unless defendant (a) fails to truthfully admit facts establishing a  
13 factual basis for the guilty plea when defendant enters the plea; (b) fails to truthfully admit  
14 facts establishing the amount of restitution owed when defendant enters the guilty plea;  
15 (c) fails to truthfully admit facts establishing the forfeiture allegations when defendant enters  
16 the guilty plea; (d) provides false or misleading information to the USAO, the Court,  
17 Pretrial Services, or the Probation Office; (e) denies involvement in the offense or provides  
18 conflicting statements regarding defendant's involvement or falsely denies or frivolously  
19 contests conduct relevant to the offense; (f) attempts to withdraw defendant's guilty plea;  
20 (g) commits or attempts to commit any crime; (h) fails to appear in court; or (i) violates the  
21 conditions of pretrial release.

22 Under USSG § 3E1.1(b), if the district court determines that defendant's total offense  
23 level before operation of § 3E1.1(a) is 16 or higher, and if the USAO recommends a two-

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1 level downward adjustment pursuant to the preceding paragraph, the USAO will move for  
2 an additional one-level downward adjustment for acceptance of responsibility before  
3 sentencing because defendant communicated defendant's decision to plead guilty in a timely  
4 manner that enabled the USAO to avoid preparing for trial and to efficiently allocate its  
5 resources.

6       15. Criminal History Category: Defendant acknowledges that the district court  
7 may base defendant's sentence in part on defendant's criminal record or criminal history.  
8 The district court will determine defendant's criminal history category under the sentencing  
9 guidelines.

10      16. Additional Sentencing Information: The stipulated sentencing guidelines  
11 calculations are based on information now known to the parties. Defendant understands  
12 that both defendant and the USAO are free to (a) supplement the facts in this agreement by  
13 supplying relevant information to the U.S. Probation and Pretrial Services Offices and the  
14 district court regarding the nature, scope, and extent of defendant's criminal conduct and  
15 any aggravating or mitigating facts or circumstances; and (b) correct any and all factual  
16 misstatements relating to the district court's sentencing guidelines calculations and  
17 determination of sentence. While this paragraph permits both the USAO and defendant to  
18 submit full and complete factual information to the U.S. Probation and Pretrial Services  
19 Offices and the district court, even if that factual information may be viewed as inconsistent  
20 with the facts agreed to in this agreement, this paragraph does not affect defendant's and the  
21 USAO's obligations not to contest the facts agreed to in this agreement. Good faith efforts  
22 to provide truthful information or to correct factual misstatements shall not be grounds for  
23 defendant to withdraw defendant's guilty plea.

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1 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing  
2 guidelines differently and may rely on additional information it obtains through its  
3 investigation. Defendant also acknowledges that the district court may rely on this and other  
4 additional information as it calculates the sentencing guidelines range and makes other  
5 sentencing determinations, and the district court's reliance on such information shall not be  
6 grounds for defendant to withdraw defendant's guilty plea.

## **VII. POSITIONS REGARDING SENTENCING**

8        17. At sentencing, the USAO may request a 2-level upward variance under 18 §  
9 USC 3553(a) in the event the court declines to adopt a 2-level upward departure under  
10 USSG § 2K2.1 application note 11, and may recommend a sentence within the associated  
11 Guidelines range. The USAO will not request any other upward variances or departures.  
12 Defendant may argue for downward departures under the guidelines or a downward  
13 variance pursuant to 18 U.S.C. § 3553. Defendant acknowledges that the district court does  
14 not have to follow the recommendation of either party.

15        18. Notwithstanding its agreement to recommend a sentence as described above,  
16 the USAO reserves its right to defend any lawfully imposed sentence on appeal or in any  
17 post-conviction litigation.

18        19. If defendant commits any act that could result in a loss of the downward  
19 adjustment for acceptance of responsibility, the USAO is entitled to argue for a sentence up  
20 to the statutory maximum sentence, or alternatively to withdraw from the agreement, but  
21 defendant will remain bound by the provisions of this agreement and will not have the right  
22 to withdraw defendant's guilty plea.

## **VIII. WAIVER OF CONSTITUTIONAL RIGHTS**

20. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty;
  - b. The right to a speedy and public trial by jury;
  - c. The right to be represented by counsel—and if necessary have the

court appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel—and if necessary have the court appoint counsel—at every other stage of the proceeding;

- d. The right to be presumed innocent and to have the burden of proof

placed on the USAO to prove defendant guilty beyond a reasonable doubt;

- e. The right to confront and cross-examine witnesses against defendant;
  - f. The right to testify and to present evidence in opposition to the

charges, including the right to compel the attendance of witnesses to testify:

- g. The right not to be compelled to testify, and, if defendant chose not to

h. The right to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and any other pretrial motions that have been filed or could be filed.

## **IX. WAIVER OF RETURN OF DIGITAL DATA**

21. Understanding that the investigating agency has in its possession digital devices and/or digital media seized from defendant, defendant waives any right to the return of digital data contained on those digital devices and/or digital media and agrees that

1 if any of these digital devices and/or digital media are returned to defendant, the agency  
2 may delete all digital data from those digital devices and/or digital media before they are  
3 returned to defendant.

4 **X. WAIVER OF APPELLATE RIGHTS**

5       22. Waiver of Appellate Rights: Defendant knowingly and expressly waives:  
6 (a) the right to appeal any sentence imposed within or below the applicable Sentencing  
7 Guideline range as determined by the district court; (b) the right to appeal the manner in  
8 which the district court determined that sentence on the grounds set forth in 18 U.S.C.  
9 § 3742; and (c) the right to appeal any other aspect of the conviction, including but not  
10 limited to the constitutionality of the statutes of conviction; any other aspect of the sentence;  
11 and any order of restitution or forfeiture.

12       23. Defendant reserves only the right to appeal any portion of the sentence that is  
13 an upward departure or variance from the applicable Sentencing Guideline range as  
14 determined by the district court.

15       24. Waiver of Post-Conviction Rights: Defendant also knowingly and expressly  
16 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's  
17 conviction, sentence, and the procedure by which the district court adjudicated guilt and  
18 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

19       25. Preservation of Evidence: Defendant acknowledges that the USAO and the  
20 agencies investigating this case are not obligated or required to preserve any evidence  
21 obtained in the investigation of this case.

22 **XI. FORFEITURE**

23       26. The defendant knowingly and voluntarily:

1                   a.     Agrees to the district court imposing the civil judicial forfeiture or the  
2 criminal forfeiture of:

- 3       1.     40 lbs. of reloaded tracer rounds of .308 ammunition;
- 4       2.     50 live rounds of silver tip ammunition;
- 5       3.     20 packaged live rounds of M62 tracer ammunition;
- 6       4.     130 live rounds of .223 ammunition;
- 7       5.     30 live rounds of 5.56 NATO / .223 Remington USG/ M196 Tracer  
8                  ammunition;
- 9       6.     80 live rounds of 7.62 x 39 self-destroying thermite incendiary ammunition;
- 10      7.     72 lbs. of tracer rounds of .308 ammunition in ammo can;
- 11      8.     10 lbs. of .308 rounds of ammunition with belt;
- 12      9.     48 .308 tracer CCLA ammunition with belt;
- 13      10.    8 lbs. of empty cartridge cases;
- 14      11.    15 lbs. of API projectiles in ammo can;
- 15      12.    50 live rounds of silvertip ammunition;
- 16      13.    5 lbs. of tracer rounds of .30 ammunition;
- 17      14.    10 lbs. of .223 tracer projectiles;
- 18      15.    8 live rounds of .223 ammunition;
- 19      16.    10 lbs. of live assorted rounds of .308 ammunition;
- 20      17.    10 lbs. of live rounds of .22 ammunition with ammo can;
- 21      18.    2 lbs. of .30 tracer projectiles;
- 22      19.    38 lbs. of .308 tracer ammunition with ammo can;
- 23      20.    1 lb. of live .308 tracer ammunition;

- 1        21.      4 live rounds of 30-06 silver tip ammunition;
- 2        22.      37 lbs. of live .308 tracer ammunition;
- 3        23.      41 lbs. of live .308 tracer ammunition;
- 4        24.      33 lbs. of live .308 tracer ammunition;
- 5        25.      18 lbs. of 30-06 CCLA in ammo can;
- 6        26.      18 lbs. of 30-06 CCLA in ammo can;
- 7        27.      11 lbs. of 7.62 NATO - .308 WIN ammunition in ammo can;
- 8        28.      30 rounds of 8 x 57 mm tracer ammunition;
- 9        29.      10 rounds of 30-06 M25 tracer ammunition;
- 10       30.      42 rounds of 30-06 .30 SPRG armor piercing ammunition;
- 11       31.      8 live rounds of unknown ammunition;
- 12       32.      6 lbs. of live various caliber ammunition;
- 13       33.      19 lbs. of live .308 ammunition and .556 ammunition;
- 14       34.      17 lbs. of .223 tracer bullets;
- 15       35.      10 lbs. of live .308 ammunition with ammo can;
- 16       36.      19 lbs. of live FN308 caliber ammunition;
- 17       37.      250 spent 5.56 NATO casings;
- 18       38.      3 lbs. of 30-06 API;
- 19       39.      2 live rounds of .223 ammunition;
- 20       40.      4 live rounds of 9 mm ammunition;
- 21       41.      10 live rounds of .223 ammunition;
- 22       42.      30 live rounds of ammunition;
- 23       43.      2 lbs. of live .308 ammunition;

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- 1       44. 10 live rounds of 30-06 ammunition;
- 2       45. 1 lb. of 30-06 projectiles;
- 3       46. 7 live rounds of .308 ammunition;
- 4       47. 1 lb. of live rounds of .223 ammunition;
- 5       48. 10 live rounds of 30-06 silver tip ammunition;
- 6       49. 10 .300 blackout Raufoss HE incendiary tracer ammunition;
- 7       50. 1 lb. of live red tip ammunition;
- 8       51. 7 live rounds of .223 ammunition;
- 9       52. 20 live rounds of 30-06 ammunition;
- 10      53. 6 lbs. of unknown caliber projectile cores;
- 11      54. 10 live rounds of 30-06 black tip ammunition;
- 12      55. 13 live rounds of 30-06 ammunition;
- 13      56. 2 lbs. of live rounds of .30 ammunition;
- 14      57. 1 lb. of various calibers of live ammunition;
- 15      58. 86 live rounds of .308 ammunition;
- 16      59. 4 live rounds of 30-06 ammunition;
- 17      60. 1 live round of .308 ammunition;
- 18      61. 7 live rounds of 7.62 x 39 ammunition;
- 19      62. 17 live rounds of 30-06 silvertip and orange tip ammunition;
- 20      63. 19 live rounds of .308 ammunition;
- 21      64. 14 live rounds of 30-06 ammunition;
- 22      65. 1 lb. of various calibers of ammunition;
- 23      66. 8 lbs. of .30 tracer projectiles;

- 1       67. 29 live rounds of .223 ammunition;
- 2       68. 11 lbs. of .30 projectiles;
- 3       69. 50 live rounds of 7.62 x 39 ammunition;
- 4       70. 50 live rounds of custom ammunition with unknown caliber;
- 5       71. 30 live rounds of 30-06 Raufoss HE incendiary ammunition;
- 6       72. 30 live rounds of 30-06 armor piercing incendiary ammunition;
- 7       73. Spent cartridge casings;
- 8       74. 33 lbs. of API ammunition;
- 9       75. 7 lbs. of live .223 tracer ammunition and 9 mm projectiles;
- 10      76. 11 lbs. of .308 tracer projectiles;
- 11      77. 1 .308 and 1 30-06 tracer ammunition;
- 12      78. 17 lbs. of live rounds of .308 ammunition;
- 13      79. 7 lbs. of assorted live .308 ammunition;
- 14      80. 17 lbs. of .308 blacktip AP;
- 15      81. 7 lbs. of .30 tracer projectiles;
- 16      82. 3 lbs. of live .308 ammunition;
- 17      83. 10 live rounds of .300 AAL Blackout tracer ammunition;
- 18      84. 18 lbs. of assorted live .308 ammunition;
- 19      85. 8 live rounds of assorted 30-06 ammunition;
- 20      86. 15 live rounds of 30-06 black tip ammunition;
- 21      87. 10 live rounds of .223 blue tip ammunition;
- 22      88. 1 lb. of .223 tracer ammunition; and
- 23      89. 11 live rounds of 7.62 ammunition.

1 (all of which constitutes property);

2           b.     Agrees to the abandonment, the civil administrative forfeiture, the civil  
3 judicial forfeiture, or the criminal forfeiture of the property;

4           c.     Abandons or forfeits the property to the United States;

5           d.     Relinquishes all possessory rights, ownership rights, and all rights,  
6 titles, and interests in the property;

7           e.     Waives defendant's right to any abandonment proceedings, any civil  
8 administrative forfeiture proceedings, any civil judicial forfeiture proceedings, or any  
9 criminal forfeiture proceedings of the property (proceedings);

10          f.     Waives service of process of any and all documents filed in this action  
11 or any proceedings concerning the property arising from the facts and circumstances of this  
12 case;

13          g.     Waives any further notice to defendant, defendant's agents, or  
14 defendant's attorney regarding the abandonment or the forfeiture and disposition of the  
15 property;

16          h.     Agrees not to file any claim, answer, petition, or other documents in  
17 any proceedings concerning the property; agrees not to contest, or to assist any other person  
18 or entity in contesting, the forfeiture; and agrees to withdraw immediately any claim,  
19 answer, petition, or other documents in any proceedings;

20          i.     Waives the statute of limitations, the CAFRA requirements, Fed. R.  
21 Crim. P. 7, 11, 32.2, and 43(a), including, but not limited to, forfeiture notice in the  
22 charging document, the court advising defendant of the forfeiture at the change of plea, the  
23 court having a forfeiture hearing, the court making factual findings regarding the forfeiture,

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1 the court failing to announce the forfeiture at sentencing, and all constitutional  
2 requirements, including but not limited to, the constitutional due process requirements of  
3 any proceedings concerning the property;

4 j. Waives defendant's right to a jury trial on the forfeiture of the  
5 property;

6 k. Waives all constitutional, legal, and equitable defenses to the forfeiture  
7 or abandonment of the property in any proceedings, including, but not limited to, (1)  
8 constitutional or statutory double jeopardy defenses and (2) defenses under the Excessive  
9 Fines or Cruel and Unusual Punishments Clauses of the Eighth Amendment to the United  
10 States Constitution;

11 l. Agrees to the entry of an Order of Forfeiture of the property to the  
12 United States;

13 m. Waives the right to appeal any Order of Forfeiture;

14 n. Agrees the property is forfeited to the United States;

15 o. Agrees and understands the abandonment, the civil administrative  
16 forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the property shall not be  
17 treated as satisfaction of any assessment, fine, restitution, cost of imprisonment, or any  
18 other penalty the Court may impose upon defendant in addition to the abandonment or the  
19 forfeiture;

20 p. Agrees and understands the USAO may amend the forfeiture order at  
21 any time to add subsequently located property or substitute property pursuant to Fed. R.  
22 Crim. P. 32.2(b)(2)(C) and 32.2(e);

23

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1                   q. Acknowledges that the amount of the forfeiture may differ from, and  
2 may be significantly greater than or less than, the amount of restitution; and

3                   r. Agrees to take all steps as requested by the USAO to pass clear title of  
4 the property to the United States and to testify truthfully in any judicial forfeiture  
5 proceedings. Defendant understands and agrees that the property represents proceeds  
6 and/or facilitating property of illegal conduct and is forfeitable. Defendant shall provide the  
7 USAO with a full and complete financial disclosure statement under penalty of perjury  
8 within 10 days of executing the plea agreement. The financial statement shall disclose to the  
9 USAO all of assets and financial interests valued at more than \$1,000. Defendant  
10 understands these assets and financial interests include all assets and financial interests that  
11 defendant has an interest, direct or indirect, whether held in defendant's name or in the  
12 name of another, in any property, real or personal. Defendant shall also identify all assets  
13 valued at more than \$1,000 which defendant has transferred to third parties or diverted from  
14 defendant directly to third parties, since July 2016, including the location of the assets and  
15 the identity of any third party.

16                   s. The defendant admits the property is any firearm or ammunition  
17 involved in or used in any knowing violation of 18 U.S.C. § 922(a)(1)(B), and is subject to  
18 forfeiture pursuant to 18 U.S.C. § 924(d)(1) with 28 U.S.C. § 2461(c).

19  
20                   **XII. RESULT OF WITHDRAWAL OF GUILTY PLEA  
OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION**

21                   27. Consequence of Withdrawal of Guilty Plea: Defendant agrees that if, after  
22 entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds  
23 in withdrawing defendant's guilty plea on any basis other than a claim and finding that

1 entry into this agreement was involuntary, then (a) the USAO will be relieved of all of its  
2 obligations under this agreement; and (b) should the USAO choose to pursue any charge  
3 that was either dismissed or not filed as a result of this agreement, then (i) any applicable  
4 statute of limitations will be tolled between the date of defendant's signing of this agreement  
5 and the filing commencing any such action; and (ii) defendant waives and gives up all  
6 defenses based on the statute of limitations, any claim of pre-indictment delay, or any  
7 speedy trial claim with respect to any such action, except to the extent that such defenses  
8 existed as of the date of defendant's signing this agreement.

9       28. Consequence of Vacatur, Reversal, or Set-aside: Defendant agrees that if  
10 defendant's conviction is vacated, reversed, or set aside, both the USAO and defendant will  
11 be released from all their obligations under this agreement, except that, should the USAO  
12 choose to pursue any charge that was either dismissed or not filed as a result of this  
13 agreement, then (i) any applicable statute of limitations will be tolled between the date of  
14 defendant's signing of this agreement and the filing commencing any such action; and  
15 (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim  
16 of pre-indictment delay, or any speedy trial claim with respect to any such action, except to  
17 the extent that such defenses existed as of the date of defendant's signing this agreement.

### **XIII. BREACH OF AGREEMENT**

19        29. Defendant agrees that if, at any time after this agreement becomes effective,  
20 defendant knowingly violates or fails to perform any of defendant's obligations under this  
21 agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's  
22 obligations are material, a single breach of this agreement is sufficient for the USAO to  
23 declare a breach, and defendant shall not be deemed to have cured a breach without the

1 express agreement of the USAO in writing. If the USAO declares this agreement breached,  
2 and the district court finds such a breach to have occurred, then: (a) if defendant has  
3 previously entered a guilty plea pursuant to this agreement, defendant will remain bound by  
4 the provisions of this agreement and will not be able to withdraw the guilty plea, and (b) the  
5 USAO will be relieved of all its obligations under this agreement.

6       30. Following the Court's finding of a knowing breach of this agreement by  
7 defendant, should the USAO choose to pursue any charge that was either dismissed or not  
8 filed as a result of this agreement, then:

9           a. Defendant agrees that any applicable statute of limitations is tolled  
10 between the date of defendant's signing of this agreement and the filing commencing any  
11 such action.

12           b. Defendant waives and gives up all defenses based on the statute of  
13 limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any  
14 such action, except to the extent that such defenses existed as of the date of defendant's  
15 signing this agreement.

16           c. Defendant agrees that: (i) any statements made by defendant, under  
17 oath, at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the  
18 agreed to factual basis statement in this agreement; and (iii) any evidence derived from such  
19 statements, shall be admissible against defendant in any such action against defendant, and  
20 defendant waives and gives up any claim under the United States Constitution, any statute,  
21 Federal Rule of Evidence 410, Federal Rule of Criminal Procedure 11(f), or any other  
22 federal rule, that the statements or any evidence derived from the statements should be  
23 suppressed or are inadmissible.

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2                   **XIV. COURT AND UNITED STATES PROBATION**  
3                   **AND PRETRIAL SERVICES OFFICE NOT PARTIES.**

4           31. Defendant understands that the Court and the U.S. Probation and Pretrial  
5 Services Office are not parties to this agreement and need not accept any of the USAO's  
6 sentencing recommendations or the parties' agreements to facts or sentencing factors.

7           32. Defendant understands that both defendant and the USAO are free to argue  
8 on appeal and collateral review that the district court's sentencing guidelines calculations  
9 and the sentence it chooses to impose are not error.

10          33. Defendant understands that even if the district court ignores any sentencing  
11 recommendation, finds facts or reaches conclusions different from those agreed to by the  
12 parties, or imposes any sentence up to the maximum established by statute, defendant  
13 cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound  
14 to fulfill all defendant's obligations under this agreement. Defendant understands that no  
15 one—not the prosecutor, defendant's attorney, or the Court—can make a binding prediction  
16 or promise regarding the sentence defendant will receive, except that it will be within the  
17 statutory maximum.

18                   **XV. ADDITIONAL ACKNOWLEDGMENTS**

19          34. Defendant acknowledges that:

20               a. Defendant read this agreement and defendant understands its terms  
21 and conditions.

22               b. Defendant had adequate time to discuss this case, the evidence, and  
23 this agreement with defendant's attorney.

24

1                   c.     Defendant carefully and thoroughly discussed all terms of this  
2 agreement with defendant's attorney.

3                   d.     Defendant understands the terms of this agreement and voluntarily  
4 agrees to those terms.

5                   e.     Defendant has discussed with defendant's attorney the following: the  
6 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses  
7 that might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C.  
8 § 3553(a); the relevant sentencing guidelines provisions; and consequences of entering into  
9 this agreement.

10                  f.     The representations contained in this agreement are true and correct,  
11 including the factual basis for defendant's offense set forth in this agreement.

12                  g.     Defendant was not under the influence of any alcohol, drug, or  
13 medicine that would impair defendant's ability to understand the agreement when  
14 defendant considered signing this agreement and when defendant signed it.

15                  35.    Defendant understands that defendant alone decides whether to plead guilty  
16 or go to trial, and acknowledges that defendant has decided to enter defendant's guilty plea  
17 knowing of the charge brought against defendant, defendant's possible defenses, and the  
18 benefits and possible detriments of proceeding to trial.

19                  36.    Defendant understands that no promises, understandings, or agreements  
20 other than those set forth in this agreement have been made or implied by defendant,  
21 defendant's attorney, or the USAO, and no additional promises, agreements, or conditions  
22 shall have any force or effect unless set forth in writing and signed by all parties or  
23 confirmed on the record before the district court.

1       37. Defendant acknowledges that defendant decided to plead guilty voluntarily  
2 and that no one threatened, coerced, or forced defendant to enter into this agreement.

3       38. Defendant is satisfied with the representation of defendant's attorney, and  
4 defendant is pleading guilty because defendant is guilty of the charge and chooses to take  
5 advantage of the promises set forth in this agreement and for no other reason.

6       **XVI. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING**

7       39. The parties agree that this agreement will be considered part of the record of  
8 defendant's guilty plea hearing as if the entire agreement had been read into the record of  
9 the proceeding.

10      AGREED AND ACCEPTED

11      UNITED STATES ATTORNEY'S OFFICE  
12      FOR THE DISTRICT OF NEVADA

13      NICHOLAS A. TRUTANICH  
14      \_\_\_\_\_  
15      PATRICK BURNS  
16      \_\_\_\_\_  
17      DOUGLAS HAIG  
18      \_\_\_\_\_  
19      Defendant

20      \_\_\_\_\_  
21      MARC J. VICTOR, ESQ.  
22      \_\_\_\_\_  
23      Attorney for Defendant HAIG

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